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EXTENT OF ORGANIZATION IN THE WOMEN'S GARMENT MAKING INDUSTRIES OF NEW YORK

One of the most important movements in the United States for the adjustment of industrial disputes has been in progress during the last six years in certain industries in New York which are devoted to the making of women's wearing apparel. In these industries have existed, for a greater or less time, agreements between employers and employees known as "protocols of peace," which are the high water mark for collective bargaining in this country. Through them organized labor has gained a voice in the establishment of standards for the conduct of work.

The aim of the present study is to give an account of the extent to which this organization has been effected. Only those industries will be considered which fall within the following classification: (1) those devoted to the making of women's clothing; (2) those in which the larger part of the workers are women; and (3) those in which organization has been brought about. Industries to which all these three qualifications apply are five in number: the dress and waist industry, the white goods (mainly women's underwear) industry, the kimono and house dress industry, the misses' and children's clothing industry, and the lace-making industry. The real pioneer in the protocol form of agreement, the cloak, suit, and skirt industry, is not included in this study, for the reason that the majority of workers in it are men. The industries to be considered are those especially given over to the making of women's lighter garments.¹

¹ Other industries having agreements between employers and employees, but with most of the workers men, are those concerned with the making of women's waterproof garments and with women's straw and velvet hats. In the industries under review the materials employed are mostly lighter fabrics (the heavier ones being found in the cloak, suit, and skirt industry, consisting of worsted, serge, chevots, and the like, and to a slight extent of linen, silk, satin, etc.). In the dress and waist industry the materials are mainly lawn, crêpe, voile, flannel, pongee, satin, and gingham. In the misses' and children's clothing industries, which cover a considerable range in the garments made, including dresses, waists, skirts, and blouses, the materials are not greatly different. The house dress and kimono industry, which embraces also the making of aprons and similar articles, has use for gingham, calicoes, cotton, crêpe, percale, lawn, serge, and other goods. In the white goods industry, devoted to the making of women's underwear, the chief materials are muslin, cotton, cambric, silk, chiffon, and similar goods. In lace-making are found the usual materials employed in this industry.

This movement is particularly important because it concerns industries which have long defied standardization. The needle trades have been subject to peculiarly ruthless exploitation, long hours, small pay, and generally injurious surroundings; and into them have been drawn helpless and unprotected women and girls. There has been involved an attempt to lift to a plane of proper conduct and standardized working conditions industries that have always been near the borderline of the "sweated industries."

In order fully to understand the situation, it is necessary to examine the condition of the women's ready made clothing industries in New York. It is to be remembered that the demand for ready-to-wear clothing has swelled to enormous proportions of late years. In times past women produced nearly all their own clothes; today they may go into the dry goods store of the small town or the department store of the big city and find on sale practically every article that they will ever need to wear. This manufacture of women's ready made clothes began in the sixties with the making of cloaks; in the eighties it was extended to suits; and in the nineties to dresses and waists. Since then various other lines have been added. At first the products were of a cheaper quality; now they are of all grades from the cheapest to the most costly. Just before the Civil War the annual value of the output was but little over \$7,000,000; today it is in excess of \$400,000,000. The number of wage-earners at the former time was less than 6,000; it now approaches 200,000.

For the manufacture of such garments New York has become easily the leading center of the country. Of the value of the total output of the country very nearly 70 per cent is found in this city. According to the United States Bureau of Labor Statistics, more than one half of the establishments in the United States devoted to the making of women's wearing apparel are in New York, and considerably more than one half of the workers employed in them and of the capital invested in them are there. The wholesale market value of the dress and waist industry alone is more than \$100,000,000 a year, and the total amount paid in wages is not less than \$20,000,000. The reasons for the pre-eminent position of New York in this respect are several. The city is the arbiter for the styles of the country, so far as they are established in America. It is near the centers furnishing raw materials. Most important of all, the city with its vast supply of cheap, unskilled, immigrant labor provides a rare labor market for just this form of work.

To meet the demands for women's ready made wear, there have sprung up in the city all manner of shops. Some of these are large, employing as many as 500 workers, and others are small, having less than a score of workers. The better grade shops are for the most part in what may be known as the lower Fifth Avenue section, from Fourth Avenue to Seventh Avenue, and extending from Fourteenth Street to Thirty-fourth Street, or even farther north. Many of these shops are of comparatively fine quality, concentrated in the main in the loft buildings which have been built so rapidly in this part of the city of recent years. In the shops so situated the conditions are as a whole much the best of all, and in many the workers receive fair wages and are otherwise well provided for.

But the trade has not stopped in the better grade shops. It has pushed its way to the poorer sections of the city, the tenement districts not only in Manhattan but in other parts as well, where both labor and rent are cheaper.² Here it is necessary to provide only a small equipment; all the labor that is needed will at once flow in. Little capital is required, and any one may go into the business. With such a situation the results are all but predetermined. At once appears that type of small, irresponsible shop, perhaps connected with the dwelling apartment of the proprietor, which in the possibilities of producing unwholesome conditions has few rivals in the land. In not a few instances this shop is dark, unclean, ill ventilated, with little or no fire protection, and otherwise unfit for human habitation or labor. Because of the intense competition, labor is driven hard. It is likely also to receive but a small share of the protection which the law has attempted to throw about such work-places.

In these industries, moreover, there is another element to be reckoned with, probably the most serious of all. Akin to, and sometimes an adjunct of, the small shop, but at the same time very frequently in connection with the larger and better shop, is the contract shop. The matter of contracting out in the garment trades (a practice to which they readily lend themselves)

² A number of shops, especially contract shops, are in Brooklyn, many for the manufacture of house dresses and kinomos being in East New York. The making of lace or embroidery is, because of the heavy and complicated machinery required, carried on for the most part in outlying sections of the city. Establishments for the manufacture of different articles of women's wear are also found to a greater or less extent in cities close to New York. In nearby cities of New Jersey more lace work is done than in New York.

is an exceedingly complex and intricate one, and one that may barely be referred to here. It is found mostly in shops where the pay is according to piece work. Work to be done on one or more parts of a garment, usually on one part, is given out to a sub-contractor who is especially skilled and who employs at his own cost and under his own direction from one to a dozen assistants, often a "team" of four or five. This sub-contractor requires only a minimum of capital or machinery, even less than the small shopowner. All that he needs is a sewing machine or two, a cutting machine, shears, scissors, needles, thread, and perhaps a few other accessories. After he completes the specified work on a garment, he returns it to the main shop. The plan of sub-contracting is especially beneficial to the original employer, as it at once relieves him of the supervision of a large number of employees, reduces the space he will need to occupy and the equipment he will have to provide, and enables him to have his work done at less cost to himself.

The system of sub-contracting in New York has wide ramifications. Some of the sub-contractors even contract out further. Not a great number of shops, including those of the better grades, have failed to avail themselves of the arrangement to a greater or less extent. The evils of the system are readily apparent, all clustering about the circumstance that it permits the irresponsible sub-contractor to drive his help, under the worst possible conditions, to the last ounce of their strength. In a city like New York, however, the center of the garment-making industry, and with its vast tenement areas affording the most inviting conditions for this work, it is doubtful whether sub-contracting can ever be eliminated altogether. As long as it exists, with little attempt at regulation, it will remain the source of much evil.

Although cutting and pressing (especially where the exercise of strength is required) and also buttonhole making are almost exclusively in the hands of men workers, the remaining operations are given over to women workers almost altogether. These include assorting, cleaning, embroidering, examining, finishing, draping, and joining. Of operators, that is, those engaged in sewing together the parts of a garment already cut out, over four-fifths are women. In the entire dress and waist industry 84 per cent of the workers are women and in the other four industries 90 per cent.

The garment-making industry in New York is, as is generally

known, largely in the hands of Jews. It is they who comprise most of the employers and the greater portion of the employees. At least three fifths of the workers are of this race. The next most important group of employees is composed of Italians, who may sometimes furnish as many as one third of the workers. The remaining employees are scattered among different races, nearly all of foreign origin. Probably not less than three fourths of the workers were born in Europe. With few exceptions, they learn their trade after coming to this country. Finally, not less than half of the workers are girls in their 'teens.

The rate of wages paid the girls in 1912, or just before general organization was effected and before the ensuing agreements, may be indicated from the findings of the United States Bureau of Labor Statistics (No. 146, 1914) for 31,500 persons in the dress and waist industry. By 4.4 per cent of the week workers and 7.8 per cent of the piece workers, less than \$5 a week was received; by 16.6 per cent of the week workers and 14.2 per cent of the piece workers, less than \$7; by 3.5 per cent of the week workers and 25 per cent of the piece workers, less than \$9; and by 64.9 per cent of the week workers and 47.8 per cent of the piece workers, less than \$12. Six tenths of one per cent of the week workers and 9.3 per cent of the piece workers had over \$20 a week. It is to be remembered that the dress and waist industry is the most skilled of the needle industries, with relatively higher pay. In the other industries a generally lower scale of wages is found. Better wages prevail in the better grade shops.

Yet the wages given to the workers in these industries are not to be regarded as certain or steady. A considerable proportion do not receive pay throughout the year. The work is largely of a seasonal nature, with a part of the workers laid off a greater or less length of time each year. There are usually about six months of full activity and six more or less slack. The height of the season is in mid-spring and in mid-autumn. In the dress and waist industry the first busy season begins about the middle of September and lasts till the middle of November; the second begins about the middle of February and lasts till the end of May. The summer months in this industry are the dullest of all. The other industries have seasons but little different, except in the white goods, in which the busy and the slack seasons come somewhat later. The causes of these seasonal fluctuations are changes in the weather, changes in styles, and changes in the degree of special-

ization in particular garments, in quality of products, in the size of shops, and in the extent of inside work. The shops most affected are the smaller ones. Though employers endeavor to keep as many as possible at work throughout the year, in anticipation of the busy seasons, a large number of employees are turned off as business begins to decline. It is estimated that nearly one third of the employees have full employment for the full year, slightly under one half for half the year, and nearly one fourth for less than half of the year. In the dress and waist industry less than three fourths of the average wages for the best week of the year are received throughout its entire length. In July less than half of the employees are on the pay-roll. It is further estimated that three fourths of the workers spend the slack season in idleness, the remaining one fourth being able to find other occupation in the meantime.

To add to the burdens of some of the girls, especially in the lower grade shops, there have been in the past special charges or fines assessed upon them, which have had to be paid out of their earnings. Thus a fine of a cent or two has been imposed for a broken needle on a machine, and a charge has been made of 35 cents a week for thread or 40 cents for power with which to operate a machine.

Efforts to organize into unions the workers in certain of the needle trades in New York have been in progress since the beginning of the present century. The task, however, is far from easy. The girls possess no great skill in any one calling and pass freely from one to another. Also one fifth of their number leave work to be married each year. Moreover, especially with the young and immature element, there is not a little skepticism with regard to the benefits of a union. Time and patience are required to make headway.

The first important results in the attempts to organize the women and girls in the women's garment-making industries came in the years 1909 and 1910. There was then effected a union among a certain portion of the 35,000 workers in the dress and waist industry and among groups in the kimono and wrapper and children's dresses industries; and strikes were induced. The strike in the first-named industry proved to be a long and painful one, not a few of the most active agitators finding discharge as the reward for their efforts. It was, however, partially successful. Appreciable gains were obtained in an increase of wages, in the

reduction of the hours of labor, and in other particulars. By a considerable number of employers individual contracts were signed for one year, though at the end of this time few were renewed.

The main result of this early movement was the obtaining of a foothold, in the dress and waist industry in particular, for the more complete organization of the workers. The International Ladies Garment Workers Union, with which the union was affiliated, commenced to take a special interest in the matter and to lend its organizers. Within the next few years the union grew so in strength that at the close of 1912 it had enrolled a very large portion of the workers and was able to present a formidable front to many of the employers. It was now decided to have another strike, mainly for the purpose of forcing into line certain of the independent employers, who constituted the most serious obstacle to the standardization of the industry, and against whom the efforts of the organizers had hitherto been powerless. Curiously enough, the employers in whose shops organization had been effected showed little averseness to the calling of the strike. They let it be known that they had no desire to fight the union, only insisting that the unions give a demonstration of their power to control all the workers in the industry. The strike determined upon, it was understood, was to last but three days, by the end of which time it was expected or was hoped that general stabilization would have been secured.

However, the strike movement did not stop with the dress and waist industry. The time seemed propitious for the extensive organization of the workers in other women's clothing trades; and it was believed that this could be most effectively done through a general strike. Accordingly, at the beginning of 1913, along with the workers in the dress and waist industry there were called out in rapid succession the workers in the house dress and kimono industry and the children's dress industry; also the workers in the white goods industry, with whom organization was just commencing. The number affected in each of the two last-named industries was 7,000 or 8,000, and in the kimono and wrapper industry about half as many. These strikes each lasted from three days to six weeks. The workers were in the main victorious. Not only were there obtained material advantages in an increase of wages, but there were secured collective agreements with the employers, in most cases under the name of "protocols of peace," with machinery for the settlement of disputes. Three years later, or

in 1916, another needle industry was organized, that of the embroidery workers, involving possibly 2,000 women and girls. There was a strike and an ensuing agreement. Only one of the women's garment industries was now left unorganized, that of the petticoat makers. Attempts at organization had been made from time to time, and in 1917 plans were actually made for a strike, but as yet this industry is without organization of the workers.

But the period of strikes was not at an end with the adoption of the protocols. In 1916 there was a strike of limited extent and of brief duration in the dress and waist industry, and also in the house dress and kimono and the children's dresses industries. The purposes of these strikes were several: to make a new demonstration of the strength of the unions; to secure union conditions in all shops; and to mark a protest against certain prevailing practices which were contrary to the protocol agreements, especially in the matter of contracting out. The result was the gaining of further material advantages on the part of the workers, and the modification of the agreements in several particulars. In 1918 the agreements underwent additional amendment. In the white goods industry there were renewals of the agreements in 1915 and 1917, the latter year seeing a partial strike and the establishment of better machinery for the adjustment of disputes.

In 1919 there broke out in the dress and waist industry, and to some extent in others, a strike which proved to be one of the most serious and stubborn conflicts in the history of the industries, not coming to a complete end until after the lapse of nearly three months. It came about in the dress and waist industry at the time of the expiration of the preceding agreement, and largely concerned the right of the employer to discharge his employees at will. The result could hardly be called a full victory for either side. The "protocol" was abrogated, and in its place a new agreement was entered into, wanting in some of the important features of the previous instrument.

What now are the net results that have been obtained during all this period of organization in the women's garment industries, with its attendant strikes and ensuing agreements? In the public mind, the thing of outstanding importance has been the instrument in which have been set down the terms of the agreements established between the employers and the employees, especially those providing a means for the adjusting of disputes. Under the name of "protocols" or, more exactly, "protocols of peace," these agreements became widely known.

Before considering these features, however, we may ascertain the concrete gains that have been obtained by the workers. In the matter of wages there was secured at the adoption of the general agreements in 1913 an increase of approximately 10 per cent for all. At their several renewals there have been similar increases. A minimum wage of \$5 a week was first established, which has in some cases now been raised to \$6. In respect to hours of labor, there was an immediate reduction in all the industries concerned to 50 hours a week (except among the embroidery workers, who were only able to secure a 52-hour week, though this meant a reduction of several hours). In 1916 in the dress and waist industry, and to an extent in other industries, the number was reduced to 49. In 1918 the white goods workers succeeded in bringing their hours down to 48. Following the strike of 1919 in the dress and waist industry, the number of hours was fixed at 44, which perhaps represents the shortest working week secured for women in this country. Overtime work is in general paid for at double time, with a limit placed upon the number of hours therefor in one week. From three to seven holidays with pay are granted a year. In addition, there have been abolished charges for power and all similar charges; and the work of persons under sixteen years of age has been prohibited.

It has been provided furthermore that the same conditions as prevail in the regular shops shall prevail in "subsidiary" shops and in the shops of sub-contractors, the provision as to the latter being usually reënforced by the further one that sub-contracting may be carried on only with the knowledge and consent of the unions. As was soon to be found, writing into the agreements provisions regarding sub-contracting is a far easier matter than is carrying them out. On the renewals of the several agreements, efforts have been made to provide for a more thorough registry of contract shops, and even to force the employers to assume the responsibility therefor. Further provisions which have been added in the course of time in one industry or another prohibit the making of garments in an outside shop if in the main shop all employees are not engaged on full time; prohibit work for a member of the association whose employees are on strike; and require employers to assume responsibility for wages due from contractors. In the dress and waist industry sub-contracting is now altogether forbidden, all wages being paid directly into the hands of the workers. It is to be added that home work, or tenement house work, has been in general proscribed.

The formulation of conditions under which the workers are to do their work also included a matter which, though applying to but one industry and now abandoned in it, contained possibilities of no small importance. On the original adoption of the protocol in the dress and waist industry provision was made for the "certification" of garments; that is, garments were to bear labels ("white labels" they were called) indicating the conditions under which the garments had been manufactured. This provision was peculiar to the industry named and seems to have been availed of in no other women's garment industry. It was intended for the protection of the workers, of the complying shops, and of the consuming public. In it lay, potentially, one of the most valuable results of the agreements. By it the responsibility for the purchase of goods made under proper conditions was placed squarely upon the public. Practically speaking, however, not very much was to be expected from the plan. The general public seems on the whole to have shown but little interest in the matter of such labels. In point of fact, also, neither the employers nor the employees, while the feature remained a part of the agreements, displayed eagerness to have the matter effectively attended to, it apparently being regarded as of rather minor consequence and not worth serious attention. It is perhaps due to this attitude that in the agreement of 1919 the provision was left out.

We now come to the more notable and significant, if not more substantial, provisions of the agreements, most of which were taken over from the cloak, suit, and skirt industry. Perhaps the foremost of these is the introduction of the "preferential union" principle, whereby employers bind themselves to employ union workers in preference to others, and as far as possible to fill all vacancies from their ranks. (In some cases the principle is not to apply to members of the family of the employer, especially to parents or children.) Favorable as this sounds for the union workers, it contained the seeds of much future trouble, and showed, as little else did, the real underlying antagonism existing between the two parties. It has had no small part in precipitating strikes and was practically the sole cause of the great strike of 1919. Various amendments and additions have been resorted to in the different agreements, betraying how contentions have arisen. Only a few of these may be pointed out here. There may be no discharge of a worker who is entitled to a wage increase. There may be no discrimination against a union worker, but an employer may

discharge "the incompetent, the insubordinate, the inefficient" and is free to assign special work to those having the requisite skill. Work is to be equally divided among the workers, but workers are not to be "unreasonably" retained when there is no work for them. The majority of the workers are to belong to the union, and the employers are to use their efforts to induce those not members to join. In one case it was provided that, if in a shop where four fifths of the workers were in the union the influence of the union was found to be impaired, it was "within the province and function" of the managers to ascertain the situation and to direct all to join. In the dress and waist industry, in which, as we have just seen, the strike of 1919 was brought on over the question of the right of the employer to discharge at will (the "tenure of position," as the employer chose to phrase it), the issue was finally settled as follows: Employees who have worked two weeks or less the employer has power to discharge as he sees fit. For those who have worked from two weeks to four months there can be a review of the act occasioning the discharge by the proper judicial body; and, if it is found to be unjust, the employer may not be obliged to make reinstatement but may be required to pay a fine according to the time actually worked. For those who have worked more than four months, it may be decided whether there shall be reinstatement or the imposition of a fine; though, if the discharge were due to union activities, reinstatement is the course to be followed.

The remaining parts of the agreements relate to the means for the carrying out of their provisions. For this purpose, several different boards or committees have been created of employers and of employees. In most cases there is a board of sanitary control, to establish and maintain proper sanitary conditions in the shops, modelled largely after that in the cloak, suit, and skirt industry and including a representative of the public. In all there are now grievance boards or committees, usually with four members from each side, to hear complaints and to dispose of them; and, in the event of inability to agree, they may call in an outside umpire or chairman. In all cases there is also now a price committee or board, consisting of the employers and a group elected from the shop workers, whose business it is by tests of various operations to fix fair prices according to the relative efficiency of the workers. During the existence of the "protocol" in the dress and waist industry there was in addition a board of arbitration which was

really a high court of appeal, receiving for determination cases which could not otherwise be decided; and also for a time, as seemed to be further necessary, a board for the enforcement of protocol standards, with the object of investigating, and seeing that the provisions were lived up to. Both of these boards contained representatives of the public. On the original grievance board, later called the committee on immediate action, in this industry, there was likewise for a time a representative of the public. In fact, with the passing of outside intervention, except to assist in the settlement of local disputes, there is now left but little of the arbitration principle, or the invoking of external agencies for the adjustment of difficulties. In the instrument at present in force it is directly declared that what is not expressly provided for therein is not open to adjudication, or is "reserved." This constitutes one of the most vital changes yet made.

Finally, the agreements are in general made with the several associations which have been organized among the employers, and not with individual employers—unless the terms and conditions offered by the latter are at least equal to those of the former. The agreements continue for a fixed period, which at first was most often three years but has now as a rule been shortened to two. They may be renewed at the option of both parties, notices of desired changes being presented two months before their expiration. During their continuance there may be no stoppage of work, strike, or lockout. In some cases it has been provided that, should the union prove itself unable to enroll the bulk of the workers, the agreement should be of no effect. In the dress and waist agreement, furthermore, in order to enforce compliance on the part of employers, a provision has been inserted authorizing the withdrawal of the protection of the association, thus exposing an offender to a strike of his own. On the other hand, to put a stop to unjustified strikes in individual shops, which were becoming an almost perennial occurrence and were exceedingly vexatious, it was provided in 1919 that if in such case the strikers did not return to work within twenty-four hours and after being directed to do so by the union, they were to be regarded as having abandoned their employment.

So much for the formal provisions of the agreements. What have been the gains to the workers from them? These gains have been considerable. They include steadily increased wages, together with a "minimum wage" effected by express contract between em-

ployer and employee; reduction in hours of labor, which in the best organized industry is now 44 hours a week, with adequate compensation for and limitation of overtime work; recognition of the union, not merely as a formal matter but also in the extension of preference to its members in the engaging of labor—an approach to the “closed shop” with the sanction of the employer; the regulation of sub-contracting, which heretofore had been demoralizing in the extreme; and the abolition of certain other evils which had had a hold upon the industries.

For all these concessions what has the employer gotten in return? The answer lies in the definite period of quiet, or of “peace,” which has come to his business, with the assurance that there will be no strike therein within a given time, and that he can depend upon his labor. This is felt to be worth the price paid.

There now remains only the inquiry as to how the agreements which have been effected have been found to work out in practice. From what has already appeared, the industries concerned have been far from free from disturbances; warring parties have remained, and beneath the surface have smouldered discontent and animosity. Problems of one kind and another have presented themselves, some of a nature rather to be expected, some of a nature not to be foreseen. Complaints in various forms have arisen from one side and from the other. Charges put forth have been met by counter charges. Infraction of both the letter and the spirit of the agreements has been claimed. Each party has declared that the other has not lived up to, or has only partly lived up to, the protocol, or that the other has in greater or less degree failed to carry out its terms in good faith. Each has been ready with its bill of grievances. Perhaps to make matters worse, the bringing of complaints has been found to be a far from difficult matter, and in consequence there has arisen a host of complaint-mongers. On the other hand, it not infrequently has happened that the bringing of a complaint, even when justified, only invites the charge that one is a trouble-maker; and for this reason there has in certain instances been fear to make complaints. It is but natural that because of general economic and political differences, with some of the employers of a rather reactionary cast of mind, and with some of the workers of an ultra-radical disposition, there should be occasioned not a little friction. It is also true to no small extent that each party has at bottom been suspicious of and has secretly hoped to outwit the other.

To the association has been ascribed equivocation on a number of counts. Some of the larger establishments are said to make but little pretense of carrying out the agreements in all particulars, or even to ignore them generally. Accusations have been mainly directed against the want of adherence to the preferential union principle and the failure to conduct sub-contracting operations in the manner prescribed. It is alleged that in some establishments the preferential principle has been constantly evaded; and it is not rarely asserted that discrimination has been practiced against union workers wherever it has been possible. For workers who have been especially active in behalf of the union, things are often purposely made unpleasant, and continual irritation is afforded.

The contract and the subsidiary shop has been, as it was foreordained to be, a prolific source of trouble. The manufacturers have been charged with sending out work time and again contrary to the provisions of the agreements. Though these instruments call for the same conditions in the contract and subsidiary shops as in the regular shops, the very circumstances are such as to make resort to deception a constant temptation. Very frequently the regulations may conveniently be got around; and in the event of discovery it is easy enough for the employer to plead ignorance or otherwise to disclaim responsibility. The manufacturers have even ventured to suggest shifting upon the unions the matter of enforcing obedience, though hardly with serious expectation of offering a more efficacious measure.

Other complaints of the union relate to dissatisfaction with the settlement of prices for work on a garment; inequitable distribution of work; non-compliance with decisions; conditions in shops not in keeping with the provisions of the agreements; failure to be paid for overtime work or at the proper rate; and general ill treatment.

On the part of the employers, the principal charge against the union has been the stoppage of work without cause, a thing directly prohibited by the protocol, and a thing often to the serious detriment of business. Other complaints are concerned with disputes over the price of work on a garment, refusal of the union to abide by the results of tests or by decisions, obnoxious activities on the part of union workers, interference with the conduct or discipline in shops, and incompetency of certain union workers.

Further evidence of discontent with the conditions imposed in

the agreements, or of general restlessness, is found in the efforts at the time of their renewal to inject into them various modifications, for the supposed benefit of one side or the other—to say nothing of the ceaseless demands of the unions for an increase in wages.

Nor is it to be thought that complete organization has been effected in the industries under examination. In none of them can the union claim to be in control of more than a part of the labor supply. Even in association shops there remains an element of the employees not covered by the agreements, in a small number of the shops the agreements having application to comparatively few of the employees. In the kimono and house dress industry not quite half of the employers and of the employees are affected. In certain instances employers have even withdrawn from the agreements; and sometimes, rather than submit to what they regarded as onerous conditions, they have moved their establishments from the city; in many more cases they have threatened to do so. In the lace-making industry, relatively small in itself, and in which organization has never been strong, the agreement has, because of alleged competition in nearby cities which the employers claimed to be unable to meet, virtually been allowed to die.

It thus appears that in their practical working out, the agreements have had anything but smooth sailing, and have been far from bringing entire “peace” to the industries. Yet, with all due insistence upon the shortcomings of the agreements and upon the difficulties under which they have operated, it remains that through these instruments there have been achievements bearing large and measurable benefits, and of really high significance.

The results gained in the five separate industries with which we are concerned in this study have been very different. At one extreme is the embroidery industry, in which any sort of agreement is hardly more than nominal; at the other extreme is the dress and waist industry, in which there is being built up effective machinery for the adjustment of industrial disputes, and in which is being done pioneer work for the guidance of other industries. Even in those trades where the results seem to be least, there have been marked gains by organized labor, and there has been an approach toward order out of conditions well described as chaotic. It is perhaps this latter feature which is entitled to main emphasis.

Even though the numerically greater portion of the various establishments in the industries are not members of the associations

organized in them, and which constitute initially one party to the agreements, yet the largest and most important establishments, and those having together at least as many employees, are members. In a considerable number, if not in most of the non-association shops, furthermore, there have been effected individual trade agreements, practically up to the standard of those in the regular association shops. In the white goods industry the bulk both of the employers and of the employees seem to be covered; and in this industry the agreement is reported to have worked in a generally satisfactory manner.

The dress and waist industry merits more specific attention. Here there has been forged an instrument for the adjusting of the disputes arising from over thirty thousand employees and several hundred employers. The machinery that has been created for the purpose, though requiring frequent lubrication and frequent mending, has, all things considered, run pretty smoothly. For the settling of certain matters, measures of a highly scientific order have been introduced. To help set correct prices for the work of employees, there have been called in outside experts, with the inauguration of a test shop as a further means of determining proper wages. The grievance committee for the hearing of complaints holds regular meetings, and has all complaints placed upon its calendar in order. In the actual settlement of controversies, moreover, there has been evolved a method at once simple, practical, and speedy. This is through a system of "deputy clerks," who, appointed in equal numbers from each side, act as representatives of the "clerks" regularly provided for. Being of informal character, these deputy clerks go about their work quietly and without ado, visiting the plants where disturbances or misunderstandings have arisen, and if possible settling them then and there. Perhaps as many as three fourths of the disputes are thus disposed of.

Through the board of sanitary control, in the next place, there have been notable results in the way of the introduction of safety and general health measures, with the frequent inclusion of educational campaigns in this direction—often supplementing, and sometimes anticipating, the work of health and other public bodies. The procedure employed in the giving of notice of defects or dangers, with follow-up work in warning and disciplining recalcitrant offenders, is not only important in itself but serves as an example for other industries. The cost of the upkeep of this board,

as of other boards, is jointly borne by the association and the union. The union, moreover, makes use of the machinery thus established for the conducting of medical and dental clinics for its members.

The agreements have not brought "peace" to the garment industries. The most that can be said for them is that they have brought temporary truces. Storms have had to be weathered; disaffected and antagonistic elements have had to be placated. Important changes have had to be made in the agreements, some of them meaning the abandonment of advanced measures for the determination of controversies. It may be that the agreements will in time be discarded by mutual desire, or that one side will decline longer to be a party to them. It may be, on the other hand, that in time the agreements will be better understood and appreciated and that still more satisfactory measures will be evolved for the settling of disputes. In any event, the agreements will have demonstrated themselves experiments of the utmost significance. Their value as a proving ground for the adjustment of difficulties between employers and employees will have been established. They will have constituted a landmark in our industrial history.

HARRY BEST.

University of Kentucky.